

**TOWN OF PARACHUTE, COLORADO**  
**RESOLUTION NO. 2021-09**

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**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AN ANNEXATION AGREEMENT WITH HOWARD AND SARAH ORONA, IVO AND BETTY LINDAUER, AND IVO AND BETTY LINDAUER REVOCABLE TRUST**

**WHEREAS**, on February 2, 2021, Howard and Sarah Orona, Ivo and Betty Lindauer, and the Ivo and Betty Lindauer Revocable Trust (collectively, the "Petitioner") filed with the Town Clerk of the Town of Parachute, Colorado, a Petition for Annexation ("Petition"), including annexation maps, requesting that the Town Council commence proceedings to annex in to the Town of Parachute certain unincorporated tracts of land located in the County of Garfield, State of Colorado;

**WHEREAS**, the Town Council, by Resolution 2021-03, found that Petition in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107, as amended, established a date, time, and place for a hearing upon the Petition, and directed the Town Clerk to give notice of the hearing in accordance with C.R.S. §31-12-108(2);

**WHEREAS**, notice of such hearing was published in the *Post Independent* newspaper, as required by Colorado statute;

**WHEREAS**, the public hearing on the Petition was held on April 15, 2021, at a regularly scheduled meeting of the Parachute Town Council, and at such hearings any person permitted to appear pursuant to C.R.S. §31-12-109(1) had the opportunity to appear and present evidence upon any matter determined by the Town Council; and

**WHEREAS**, the Town Council wishes to enter and approve an Annexation Agreement with the Petitioner related to such annexation, as set forth in **Exhibit A**.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO THAT:**

Section 1. The foregoing recitals are incorporated herein as if set forth in full and are adopted as findings.


Section 2. In accordance with C.R.S. § 31-12-110, the Town Council hereby approves the Annexation Agreement attached hereto as **Exhibit A** and authorizes the Mayor to sign the same.

**INTRODUCED, PASSED, ADOPTED, AND APPROVED** by a vote of 3 to 0 of the Town Council and approved by the Mayor of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 15<sup>th</sup> day of April, 2021.

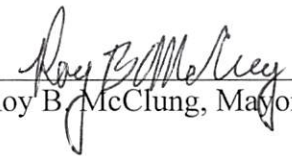
**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**



**ATTEST:**

  
\_\_\_\_\_  
Lucy Spalenka, Town Clerk

By

  
\_\_\_\_\_  
Roy B. McClung, Mayor

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “Agreement”) is made and entered into by and between the TOWN OF PARACHUTE, a Colorado home-rule municipal corporation (the “Town”), and HOWARD AND SARAH ORONA, IVO AND BETTY LINDAUER, and THE IVO AND BETTY LINDAUER REVOCABLE TRUST (collectively, and together with their successors-in-interest, the “Owner”), to be effective upon the execution of the last Party hereto (the “Effective Date”).

### RECITALS

WHEREAS, on February 1, 2021, Owner filed with the Town Clerk of the Town of Parachute, Colorado, a Petition for Annexation (“Petition”), including annexation map, requesting that the Town Council commence proceedings to annex to the Town of Parachute certain unincorporated tracts of land located in the County of Garfield, State of Colorado, described on **Exhibit A** (the “Property”), attached hereto and incorporated herein by reference;

WHEREAS, on February 18, 2021, the Town Council reviewed the Petition at its regular meeting and, by Resolution 2021-03, the Town Council found the Petition in “substantial compliance” with C.R.S. § 31-12-107(1);

WHEREAS, the Town and the Owner desire to enter this Agreement to set forth their rights and obligations concerning the annexation of the Property to the Town, the zoning and development of the Property, and related matters; and

WHEREAS, the Town Council held a duly noticed public hearing to consider the annexation of the Property on April 15, 2021 and annexed the Property by Ordinance No. 790-2021 (the “Annexation Ordinance”) and zoned the Property as Limited Industrial (LI) Zone District by Ordinance No. 791-2021 (the “Zoning Ordinance”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Owner agree as follows:

### TERMS AND CONDITIONS

1. **Purpose and Intent.** The purpose of this Agreement is to set forth the terms and conditions of the annexation, zoning, use, and future development of the Property. The Parties acknowledge and agree that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that Owner waives any objection to the enforcement of this Agreement as a contractual obligation. This Agreement is intended to set forth the rights, obligations, and relationship of the Parties and to ensure compliance with all requirements herein, as well as all state and local statutes, rules, and regulations. The terms and conditions of this Agreement are in addition to any and all requirements of the Town of Parachute Home Rule Charter and Municipal Code (the “Town Code”).



2. Binding Effect. This Agreement shall be a burden upon the Property and shall be binding on and inure to the benefit of the Town and Owner. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein or made applicable under the Town Code) that run with the land following approval shall be limited to those set forth herein or in any other development approval documents, including exhibits or attachment thereto.
3. Utility and Governmental Services. As of the Effective Date, the Property does not receive domestic water services from any entity, public or private. No public wastewater services are currently provided on the Property. Owner acknowledges and agrees that the Town shall not be obligated to provide any such utilities except as provided in this Section 3.
  - 3.1. *Water Utility Services Contingent on Development.* The Property is currently served with domestic water by an onsite well and pursuant to a well permit, attached as **Exhibit B** (the "Well Permit"). The Property is irrigated pursuant by the water rights described in the **Exhibit C** (the "Water Rights"). Owner acknowledges and agrees that, unless otherwise agreed to by the parties, Owner shall be required to connect to the Town's water system at its cost prior to any development pursuant to an approved site-specific development plan, site plan, or building permit for the Property requiring potable water that cannot be legally and physically served by the existing well or a replacement well within the limits of the Well Permit (i.e. any expansion or change of use) or upon extension of such water services to the Property by the Town. The Town shall provide the Property water utility services through the Town's water enterprise on the same general terms and conditions as is provided elsewhere within the Town. Owner shall be liable for any water tap charges then applicable under the Town Code, as well as any costs of connection and service charges upon connection. At such time, all wells, well permits, water rights, augmentation plans, and related water infrastructure now or then serving the Property shall be conveyed and dedicated to the Town, including the Water Rights. Owner shall otherwise comply with the water dedication requirements in Article 9.30 of the Code.
  - 3.2. *Wastewater Utility Services.* The Property is currently served by an onsite wastewater treatment system. Owner acknowledges and agrees that, unless otherwise agreed to by the Parties, any wastewater utility service for the Property must be secured through the Town (via the Battlement Mesa Metropolitan District), as set forth in the Sewer Service Agreement then in effect, concurrently with any connection to the Town's water system or in the event the existing wastewater system cannot physically or legally serve the Property. No water service shall be provided to the Property until an agreement between the Parties that adequate sewer service is secured and, if necessary, a plan for necessary system improvements has been approved.
  - 3.3. *Fire Protection Services.* Fire protection services shall continue to be provided by the Grand Valley Fire Protection District.
  - 3.4. *Police Services.* The Town shall provide police services to the Property upon the same basis as such services are provided to other property within the Town.



- 3.5. *Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services.* The Town does not provide electric, natural gas, telephone or cable TV facilities or services. Such services are available within the Town from private entities. The extension of such services to the Property is not the obligation or responsibility of the Town.
4. Roadway Maintenance. The maintenance and improvement of all roads, rights-of-way, alleyways, curbs, gutters, drainage facilities, and other appurtenances running through the Property shall be the sole responsibility of the Owner. Unless otherwise dedicated to and accepted by the Town, in the event the Property is subdivided or a site-specific development plan requiring the creation, relocation, or vacation of any road, right-of-way, or alleyway is approved, the Town shall work with Owner to accomplish such creation, relocation, or vacation, and the Owner shall continue to be liable for the maintenance and improvement of the created or relocated road, right-of-way, alleyway, curbs, gutters, drainage facilities, and other appurtenances.
5. Zoning; Legal Non-Conforming Uses; Future Development; Marijuana Use.
- 5.1. *Zoning.* Owner desires and consents to Limited Industrial District zoning for the Property as set forth in the Zoning Ordinance. Upon annexation and zoning of the Property, the existing structures on the Property and existing uses of the Property (only those described herein) not permitted in the Limited Industrial District shall be considered pre-existing, legal, non-conforming structures and uses under the Town Code, Article 15.02, as amended. Any future changes in the Property's use shall be subject to and adhere to all zoning and building regulations of the Town that are now or in the future applicable to the Property and the Limited Industrial zoning restrictions. Any future changes in the Property's use shall, if applicable, require approval of a development plan prior to or concurrent with approval of a site plan or building permit.
- 5.2. *Existing uses on the Property include:* single-family residential (one residence), livestock grazing, hay growing and harvest operations, hemp growing and harvest operations, ditch burning, non-commercial hunting, discharge of firearms for livestock protection (i.e. coyotes), and OHV use.
- 5.3. *Existing structures on the Property include:* one single-family dwelling; agricultural structures (two pole barns, two out-buildings, two Conex units).
- 5.4. *Marijuana uses.* Owner intends to develop the Property with outdoor retail marijuana cultivation facilities, including several distinct licensed premises. Owner has submitted applications to the Town for special use approval of those uses and for marijuana business licenses for each of the licensed premises. In the event the Town does not approve such applications or licenses, Owner may withdraw the Petition within 30 days of the Annexation Ordinance and this Agreement shall be null and void.
- 5.5. *Development prior to Effective Date of Annexation.* The Parties recognize that Owner intends to undertake certain improvements of the Property prior to the effective date of this Agreement which the Town wishes to recognize as acceptable activities and

improvements on the Property that are consistent with the intent of this annexation but do not require a marijuana license from the Town: installing of hoop houses, installing irrigation infrastructure, erecting MED compliant fences, and adding electrical and gas utility work. Owner shall be required to obtain all permits or approvals necessary for such work, including any building permits from Garfield County, Colorado, and provide copies thereof to the Town. Upon the effective date of annexation, Owner shall obtain a fence permit for the fence from the Town and, to the extent any of the foregoing work has not been completed, shall obtain any required permit or approval from the Town. Otherwise, the Town recognizes for foregoing uses and structures as permissible prior to this annexation and, to the extent not permitted in the Limited Industrial District, as pre-existing, legal, non-conforming uses and structures.

5.6. *Design.* The Property will be developed with the aesthetic design that is consistent throughout the Property, which includes pre-engineered steel buildings that have natural tones. The Property will be developed with any applicable design standards of the Town, if any.

6. **Fees, Dedications and Improvements for the Proposed Development of the Property.** Owner agrees to pay to the Town the fees and make such dedications as set forth below.

6.1. *Processing Fees.* All fees and costs hereto incurred by the Town, including but not limited to engineering, planning, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and development review of the Property by the Town, including recording fees, and any and all other out-of-pocket costs incurred by the Town shall be paid by Owner. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

6.2. *Fees as a Condition of Annexation.* Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property.

6.3. *Land Dedication.* Owner acknowledges and agrees that, unless otherwise agreed to by the parties, as a condition of approval for any development pursuant to an approved site-specific development plan, site plan, or building permit for the Property, Owner shall be

required to comply with the land dedication requirements under the Town Code applicable to such new approval for development or that would otherwise be required by this annexation, whichever is greater, or pay a fee in lieu thereof consistent with the Town Code and Fee Schedule.

7. Voluntary Agreement. Owner agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation to the Town. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the Town by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner.
8. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100% of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.
9. Owner Representations. All representations of Owner, either oral or as set forth in the annexation and zoning applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Annexation Agreement as if set forth in full herein. The Town will, upon request from interested parties, including prospective purchasers of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding 10 business days) following receipt of each such request, issue appropriate written certification as to the compliance, or lack thereof, with any of the provisions hereof, including any such written representations and documents.
10. Terms and Conditions as Consideration for Annexation. Owner acknowledges that the Town is under no obligation to annex any property into the Town of Parachute town limits, and thus the Town of Parachute's decision to annex Owner's Property is at the Town's sole discretion. In consideration for the Town's agreement to annex, Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such conditions are a necessary condition of the Town's decision to annex the Property into the Town of Parachute municipal limits. Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of Owner and that Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
11. Contractual Extension of Municipal Services. All parties hereto agree and acknowledge that the Town of Parachute is not obligated to sell or furnish any water or sewer services outside of its municipal limits to Owner and thus, in agreeing to provide such services, the Town of Parachute is acting in a proprietary capacity and the relationship entered into between the Town



of Parachute and Owner and the terms and conditions of this Agreement are purely contractual in nature.

12. Conditions Precedent. Annexation of the Property shall not be effective and this Agreement shall not be in force until the thirtieth (30th) day following the adoption date of the latest of the ordinances or resolutions by which the Town Council approves: (i) this Agreement, (ii) the annexation of the Property to the Town, and/or (iii) zoning for the Property. Until all of the conditions set forth above have been satisfied, this Agreement shall constitute an offer by Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation and zoning of the Property shall not be effective. Consequently, at any time before such conditions are satisfied, Owner may withdraw the Petition and the offer to enter into this Agreement. If Owner withdraws the Petition or its offer to enter into this Agreement, or if final approval does not otherwise occur for any reason, then this Agreement shall be deemed void and of no force or effect, the Property shall be deemed not annexed to the Town, and any vested property rights described herein shall be deemed not established.

13. Breach by Owner; Town Remedies. In the event of a material breach of any of the terms and conditions of this Agreement by Owner, the Town may take any action necessary or appropriate, including:

13.1. The refusal to issue any building permit, certificate of occupancy, special use permit, or marijuana business license to Owner.

13.2. The recording with the Garfield County Clerk and Recorder of an Affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his/her designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Manager to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit signed by the Town Manager or her designee and approved by the Town Council stating that the default has been cured shall remove this restriction and be sufficient evidence when recorded that the default has been cured.

13.3. A demand that any security given for completion of the public improvements be paid or honored.

13.4. The refusal to allow further development review for the Property.

13.5. Any other remedy available in equity or at law

Unless necessary to protect the immediate health, safety, and welfare of the Town, the Town shall provide Owner 7 days' written notice of its intent to take any action under this paragraph, during which 7-day period Owner may cure the breach described in said notice and prevent further action by the Town. In the event the breach is not cured within the 7-day period, the

Town will consider whether Owner has undertaken reasonable steps to timely complete the cure if additional time is required. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

14. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the Town to impose conditions on Owner as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
15. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties, and is the total integrated agreement between the parties.
16. Modifications. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties.
17. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Town Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.
18. Indemnity.
  - 18.1. To the fullest extent permitted by law, Owner shall indemnify, hold harmless, and defend the Town and the Town's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property, or any other item contained in, related to, or arising from this Agreement.
  - 18.2. Owner shall reimburse the Town at the Town's direction for all legal fees, expenses, and costs incurred in any action brought against the Town as a result of the Town's approval of this annexation, and shall reimburse the Town for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the Town to take any position, stand, or proceed with any action or referendum position other than as the Town Council, in its sole discretion, decides.

19. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the Town and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

20. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 72 hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town:	Town of Parachute 222 Grand Valley Way Parachute, CO 81635
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Notice to Owner:	Sarah Orona 929 County Road 215 Parachute, CO 81635
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With a copy to:	Christopher J. Green P.O. Box 6053 Eagle, CO 81631
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21. Recording/Binding. This Agreement shall be recorded in the public records of Garfield County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and the heirs, successors, and assigns of the parties hereto.

22. Severability. In the event that one or more of the provisions, or portions thereof, of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remaining provisions or portions thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law and in such manner as shall best respect and accomplish the intent of the Parties in entering into this Agreement.

23. Facsimile, Email. A facsimile, email or other legally recognized reproduction of this Agreement may be executed by the parties and shall be considered valid, binding and effective for all purposes. At the request of either party, the parties agree to execute an original of this Agreement. This Agreement may be executed in counterparts and as executed shall constitute one Agreement binding on all of the parties hereto notwithstanding that all parties are not signatory to the original or same counterpart,

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement as of the Effective Date.

*~ Signature Pages Follow ~*





TOWN OF PARACHUTE, COLORADO

By Roy B McVey  
Mayor

ATTEST:

Lucy Spalenza  
Town Clerk

HOWARD AND SARAH ORONA,

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF                )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF                )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

IVO AND BETTY LINDAUER

By \_\_\_\_\_  
Name \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF                 )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF                 )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



THE IVO AND BETTY LINDAUER  
REVOCABLE TRUST

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Ivo and Betty Lindauer Revocable Trust.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**(Annexation Petition and Annexation Maps)**

## PETITION FOR ANNEXATION

TO: TOWN CLERK AND THE TOWN COUNCIL OF THE TOWN OF PARACHUTE

The undersigned, in compliance with the "Municipal Annexation Act of 1965," C.R.S. §§ 31-12-101 *et seq.*, as amended, hereby petitions the Town Council of the Town of Parachute, Colorado, for annexation to the Town of Parachute, the following described unincorporated territory located in the County of Garfield, State of Colorado, and more particularly described in Exhibit A, attached hereto and incorporated herein by the reference. In support of said Petition for Annexation, the undersigned submits the attached annexation map, and states and alleges as follows:

1. It is desirable and necessary that the property described in Exhibit A be annexed to the Town of Parachute, Colorado.
2. The requirements of C.R.S. §§ 31-12-104 and 31-12-105, and amended, exist and have been met as follows:
  - a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Parachute, Colorado. Said contiguity is not effected by the existence of public rights of way adjacent to property proposed to be annexed. [C.R.S. §§ 31-12-104(1)(b)]
  - b. A community of interest exists between the Town of Parachute and the area proposed to be annexed to the Town of Parachute, Colorado; the area proposed to be annexed is urban or will be urbanized in the near future; and the area proposed to be annexed is integrated or is capable of being integrated with the Town of Parachute, Colorado. [C.R.S. §§ 31-12-104(1)(b)]
  - c. None of the exceptions found in C.R.S. §§ 31-12-104(1)(b)(I),(II), or (III) are applicable to the area to be proposed to be annexed.
  - d. In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate, will be divided into separate parts or parcels without the written consent of the landowners. [C.R.S. § 31-12-104(1)(a)]
  - e. In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which together with the building and improvements situated thereon has a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next proceeding the annexation) shall be included without the written consent of the landowner. [C.R.S. § 31-12-104(1)(b)]
  - f. The property proposed for annexation is not presently part of any incorporated city or town, nor have annexation proceedings been commenced for the annexation of part of all of such property to another municipality. [C.R.S. § 31-12-104(1)(c)]



PETITION FOR ANNEXATION

- g. The proposed annexation will not result in the detachment of real property from any school district and attachment of same to another school district .[C.R.S. § 31-12-104(1)(d)]
- h. The proposed annexation will not have effect of extending the municipal boundary more than three (3) miles in one (1) year. .[C.R.S. § 31-12-104(1)(e)]
- 3. The undersigned are the owners of one hundred percent (100%) of the real property proposed to be annexed, and hereby consent to the establishment of the boundaries of this property as shown on the annexation plat submitted herewith.
- 4. The undersigned hereby requests the Town of Parachute, Colorado approve the annexation of real property proposed to be annexed, as set forth in Exhibit A.
- 5. No election for the annexation to the Town of Parachute, Colorado has been initiated for the real property to be annexed hereunder within the preceding twelve (12) months.
- 6. The mailing address of the petitioner is as follows: Sarah Orona, 929 County Road 0215, Parachute, CO 81635
- 7. Each of the Petitioners has the right to withdraw this Petition after this Petition has been filed with the Clerk of Town of Parachute, Colorado.

WHEREFORE, the undersigned requests that the Town of Parachute, CO approve the annexation of the territory to be annexed described on Exhibit A hereto.

Sarah Del Orona  
Sarah Orona

Howard Orona  
Howard Orona

Ivo E. Lindauer  
by Sarah Del Orona POA

Betty J. Lindauer  
by Sarah Del Orona POA  
Betty J. Lindauer

Ivo E and Betty Lindauer joint revocable trust by Sarah Del Orona POA

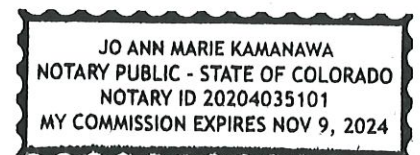
Ivo E and Betty J Lindauer Joint Revocable Trust (Sarah Orona)

STATE OF COLORADO

COUNTY OF Garfield

Acknowledged before me this day of Feb 1<sup>st</sup> 2021, by Ivo E. Lindauer and Betty J. Lindauer and Sarah and Howard Orona.

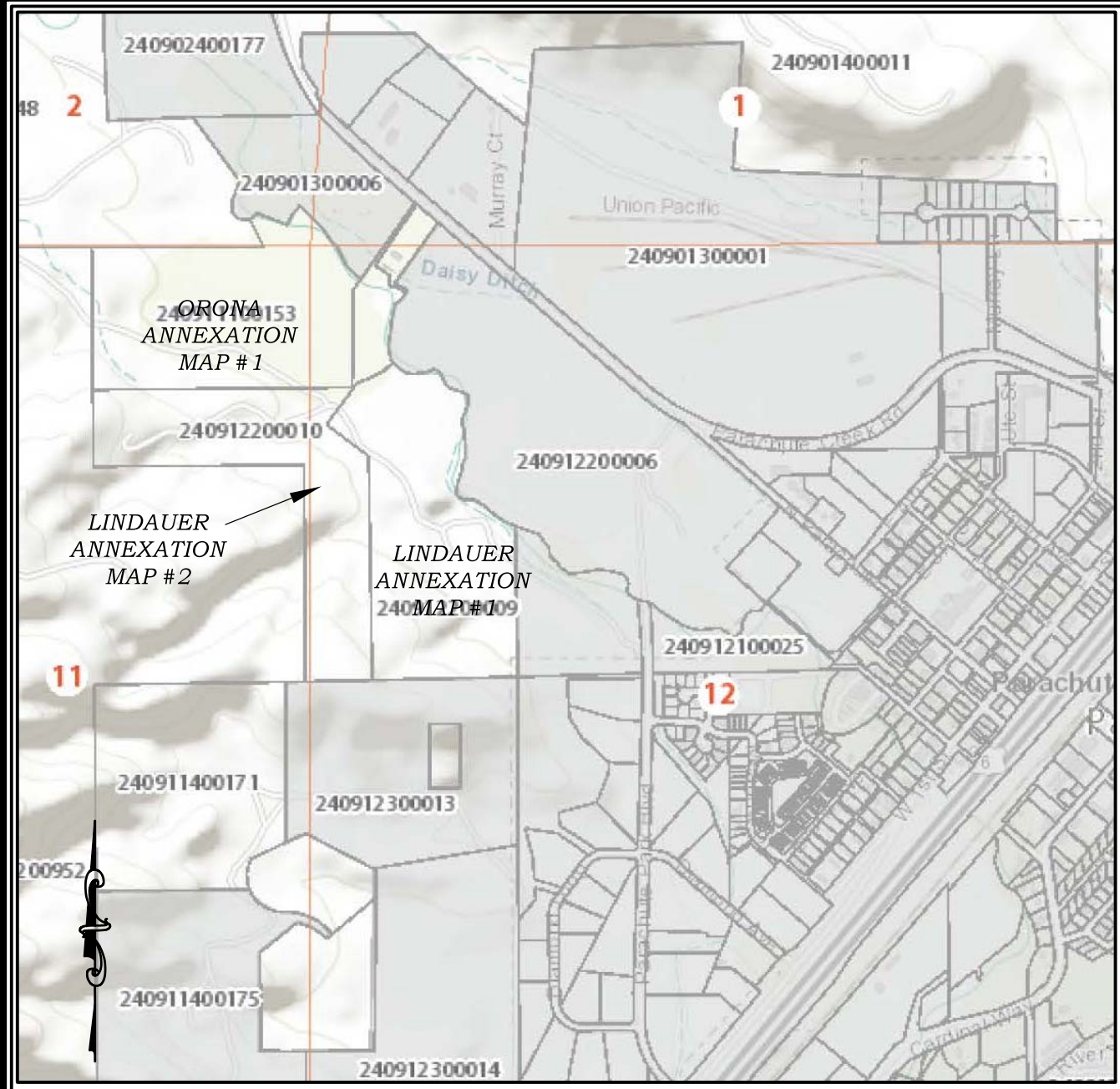
[Signature]  
Notary Public





# LINDAUER/ ORONA ANNEXATION MAP # 1

ParcelS of Land Situate in the SE1/4SE1/4 Section 2, SW1/4SW1/4 Section 1,  
NE1/4NE1/4 Section 11 and W1/2NW1/4 Section 12,  
Township 7 South, Range 96 West of the 6th P.M.  
County of Garfield, State of Colorado



Vicinity Map Scale: 1"=1000'

## ANNEXATION CONTIGUITY

ORONA ANNEXATION MAP # 1 PARCEL  
TOTAL PERIMETER = 5,578.95'  
CONTIGUOUS PERIMETER = 1,024.56'  
1/6 PERIMETER = 929.82'  
TOTAL AREA = 35.619+ ACRES

LINDAUER ANNEXATION MAP # 1 PARCEL  
TOTAL PERIMETER = 5846.95'  
CONTIGUOUS PERIMETER = 3513.23'  
1/6 PERIMETER = 974.49'  
TOTAL AREA = 35.619

## TOWN COUNCIL CERTIFICATE

THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, BY RESOLUTION NO. \_\_\_\_\_, DULY ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, FOUND AND DETERMINED THE ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN THE COLORADO CONSTITUTION AND ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF PARACHUTE.

THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, BY ORDINANCE NO. \_\_\_\_\_, JULY ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF PARACHUTE, COLORADO.

MAYOR \_\_\_\_\_  
ATTEST: TOWN CLERK \_\_\_\_\_

## NOTES

- DATE OF SURVEY WAS SEPTEMBER 3, 2020.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S88°47'28"W ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 12 BETWEEN THE CENTER WEST 1/16 CORNER, A FOUND 3-1/4" ALUMINUM CAP, PLS 18480 AND THE WEST 1/4 CORNER, A FOUND 3-1/4" BLM ALUMINUM CAP, AS SHOWN HERON.
- THIS ANNEXATION PLAT IS BASED ON:
  - DEEDS FILED IN THE RECORDS OF THE GARFIELD, COUNTY, COLORADO CLERK AND RECORDER'S OFFICE: BOOK 1387, PAGE 332, SEPTEMBER 18, 2002  
BOOK 1259, PAGE 359, JUNE 7, 2001
  - MONUMENTS FOUND IN PLACE AS INDICATED HERON.
  - ALL DIMENSIONS SHOWN HERON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.
  - ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HERON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HERON.

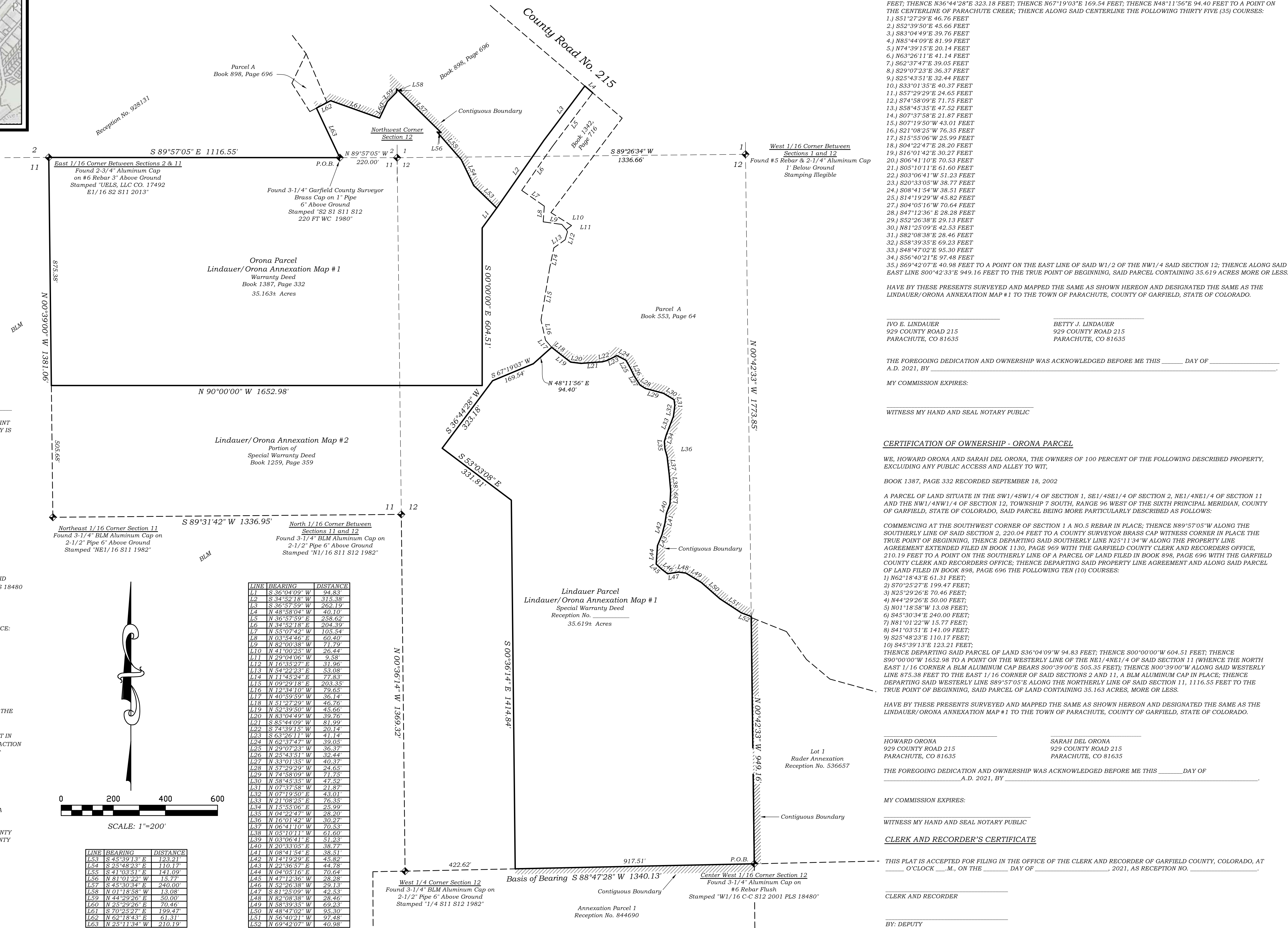
## SURVEYORS CERTIFICATE

I MICHAEL J. LANGHORNE, HEREBY CERTIFY THAT THIS ANNEXATION PLAT ACCURATELY REPRESENTS A SURVEY, PERFORMED EITHER BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, THAT NOT LESS THEN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HERON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF PARACHUTE, COUNTY OF GARFIELD, COLORADO. THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL

DATE: \_\_\_\_\_

MICHAEL J. LANGHORNE, P.L.S. #36572



## CERTIFICATION OF OWNERSHIP

WE, IVO E. LINDAUER AND BETTY J. LINDAUER, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY PUBLIC ACCESS AND ALLEY TO WIT,

LINDAUER ANNEXATION PARCEL 1

RECEPTION NO. \_\_\_\_\_

A PARCEL OF LAND SITUATE IN THE W1/2 OF THE NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, ALL BEARINGS RELATIVE TO A BEARING OF S88°47'28"W ALONG THE SOUTH LINE OF SAID W1/2 OF THE NW1/4 OF SECTION 12 BETWEEN THE CENTER WEST 1/16 CORNER, A FOUND 3-1/4" ALUMINUM CAP, PLS 18480 AND THE WEST 1/4 CORNER, A FOUND 3-1/4" BLM ALUMINUM CAP, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID CENTER WEST 1/16 CORNER; THENCE ALONG THE SOUTH LINE OF SAID W1/2 OF THE NW1/4 SAID SECTION 12 S88°47'28"W 917.51 FEET; THENCE DEPARTING SAID SOUTH LINE N00°36'14"W 1414.84 FEET; THENCE N53°03'08"W 331.81 FEET; THENCE N36°44'28"E 323.18 FEET; THENCE N67°19'03"E 169.54 FEET; THENCE N48°11'56"E 94.40 FEET TO A POINT ON THE CENTERLINE OF PARACHUTE CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING THIRTY FIVE (35) COURSES:

- 1.) S51°27'29"E 46.76 FEET
- 2.) S52°39'50"E 45.66 FEET
- 3.) S83°04'49"E 39.76 FEET
- 4.) N85°44'09"E 81.99 FEET
- 5.) N74°39'15"E 20.14 FEET
- 6.) N63°26'11"E 41.14 FEET
- 7.) S62°37'47"E 39.05 FEET
- 8.) S29°07'23"E 36.37 FEET
- 9.) S25°43'51"E 32.44 FEET
- 10.) S33°01'35"E 40.37 FEET
- 11.) S57°29'29"E 24.65 FEET
- 12.) S74°58'09"E 71.75 FEET
- 13.) S38°45'35"E 47.52 FEET
- 14.) S07°37'58"E 21.87 FEET
- 15.) S07°19'50"W 43.01 FEET
- 16.) S21°08'25"W 76.35 FEET
- 17.) S15°55'06"W 23.39 FEET
- 18.) S04°52'47"E 28.20 FEET
- 19.) S16°01'42"E 30.27 FEET
- 20.) S06°41'10"E 70.53 FEET
- 21.) S05°10'11"E 61.60 FEET
- 22.) S03°06'41"W 51.23 FEET
- 23.) S20°33'05"W 38.77 FEET
- 24.) S08°41'54"W 38.51 FEET
- 25.) S14°19'29"W 45.82 FEET
- 26.) S04°05'16"W 70.64 FEET
- 27.) S47°12'36"E 28.28 FEET
- 28.) S52°26'38"E 29.13 FEET
- 29.) S08°12'50"E 42.53 FEET
- 30.) S82°08'38"E 28.46 FEET
- 31.) S58°39'35"E 69.23 FEET
- 32.) S48°47'02"E 95.30 FEET
- 33.) S56°40'21"E 97.48 FEET
- 34.) S69°42'07"E 40.98 FEET TO A POINT ON THE EAST LINE OF SAID W1/2 OF THE NW1/4 SAID SECTION 12; THENCE ALONG SAID EAST LINE S00°42'33"E 949.16 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 35.619 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS SURVEYED AND MAPPED THE SAME AS SHOWN HERON AND DESIGNATED THE SAME AS THE LINDAUER/ ORONA ANNEXATION MAP # 1 TO THE TOWN OF PARACHUTE, COUNTY OF GARFIELD, STATE OF COLORADO.

IVO E. LINDAUER  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

BETTY J. LINDAUER  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, BY \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND SEAL NOTARY PUBLIC

## CERTIFICATION OF OWNERSHIP - ORONA PARCEL

WE, HOWARD ORONA AND SARAH DEL ORONA, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY PUBLIC ACCESS AND ALLEY TO WIT,

BOOK 1387, PAGE 332 RECORDED SEPTEMBER 18, 2002

A PARCEL OF LAND SITUATE IN THE SW1/4SW1/4 OF SECTION 1, SE1/4SE1/4 OF SECTION 2, NE1/4NE1/4 OF SECTION 11 AND THE NW1/4NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1 A NO.5 REBAR IN PLACE; THENCE N89°57'05"W ALONG THE SOUTHERLY LINE OF SAID SECTION 2, 220.04 FEET TO A COUNTY SURVEYOR BRASS CAP WITNESS CORNER IN PLACE THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE N25°11'34"W ALONG THE PROPERTY LINE AGREEMENT EXTENDING TO THE EAST 1/16 CORNER OF SAID SECTION 2 AND 11, A BLM ALUMINUM CAP IN PLACE; THENCE DEPARTING SAID SOUTHERLY LINE S89°57'05"E ALONG THE NORTHERLY LINE OF SAID SECTION 11, 1116.55 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 35.163 ACRES, MORE OR LESS.

- 1.) N62°18'43"E 61.31 FEET;
- 2.) S70°23'7"E 199.47 FEET;
- 3.) N25°29'26"E 70.46 FEET;
- 4.) N44°29'26"E 50.00 FEET;
- 5.) N01°18'58"W 13.08 FEET;
- 6.) S45°30'34"E 240.00 FEET;
- 7.) N81°01'22"W 15.77 FEET;
- 8.) S41°03'51"E 141.09 FEET;
- 9.) S25°48'23"E 110.17 FEET;
- 10.) S45°39'13"E 123.21 FEET;

THENCE DEPARTING SAID PARCEL OF LAND S36°04'09"W 94.83 FEET; THENCE S00°00'00"W 604.51 FEET; THENCE S90°00'00"W 1652.98 FEET TO A POINT ON THE WESTERLY LINE OF THE NE1/4NE1/4 OF SAID SECTION 11 (WHENCE THE NORTH EAST 1/16 CORNER A BLM ALUMINUM CAP BEARS S00°39'00"E 305.35 FEET); THENCE N00°39'00"W ALONG SAID WESTERLY LINE 875.38 FEET TO THE EAST 1/16 CORNER OF SAID SECTIONS 2 AND 11, A BLM ALUMINUM CAP IN PLACE; THENCE DEPARTING SAID WESTERLY LINE S89°57'05"E ALONG THE NORTHERLY LINE OF SAID SECTION 11, 1116.55 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 35.163 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS SURVEYED AND MAPPED THE SAME AS SHOWN HERON AND DESIGNATED THE SAME AS THE LINDAUER/ ORONA ANNEXATION MAP # 1 TO THE TOWN OF PARACHUTE, COUNTY OF GARFIELD, STATE OF COLORADO.

HOWARD ORONA  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

SARAH DEL ORONA  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, BY \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND SEAL NOTARY PUBLIC

## CLERK AND RECORDER'S CERTIFICATE

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AS RECEPTION NO. \_\_\_\_\_

CLERK AND RECORDER

BY: DEPUTY

REVISION

BOOKCLIFF  
Survey Services, Inc.  
136 East 3rd Street  
Bldg. Colorado 81650  
Ph: (970) 625-1330  
Fax: (970) 625-2773

LINDAUER/ORONA  
ANNEXATION MAP # 1

ORONA/LINDAUER  
269 LODGEPOLE CIRCLE  
PARACHUTE, CO 81635

FILE: ANNEX

DFT. TL

CK. M.J.L

DATE: 1/14/21

PROJECT NO.

20106-01

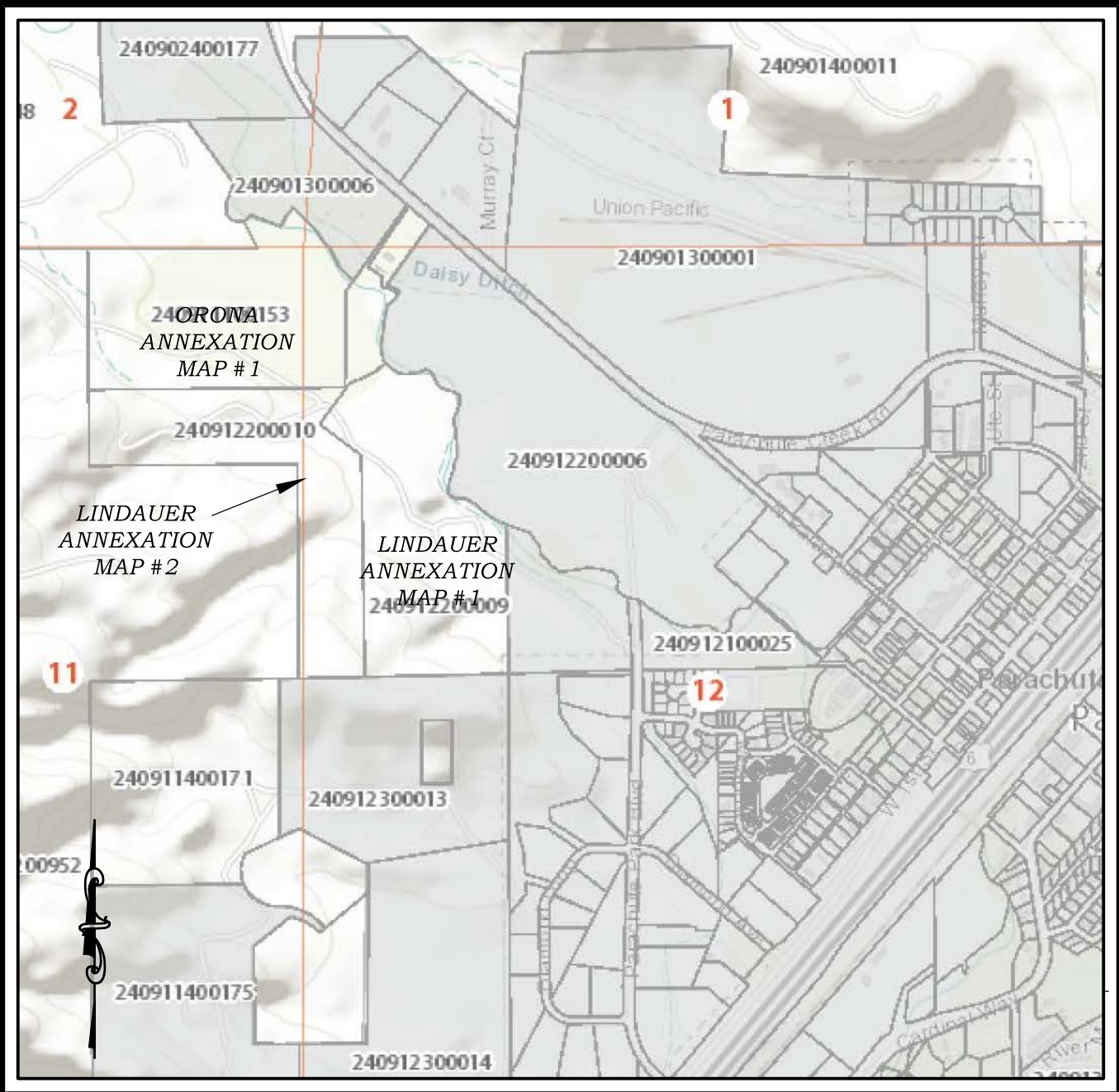
SHEET 1

OF 1



# LINDAUER/ORONA ANNEXATION MAP #2

A Parcel of Land Situate in the SW1/4SW1/4 Section 1, NE1/4NE1/4 Section 11 and W1/2NW1/4 Section 12,  
Township 7 South, Range 96 West of the 6th P.M.  
County of Garfield, State of Colorado



Vicinity Map Scale: 1"=1000'

## ANNEXATION CONTIGUITY

LINDAUER/ORONA ANNEXATION MAP #2  
TOTAL PERIMETER = 10156.57'  
CONTIGUOUS PERIMETER = 6217.79'  
1/6 PERIMETER = 1,692.76'  
TOTAL AREA = 35.163± ACRES

## TOWN COUNCIL CERTIFICATE

THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, BY RESOLUTION NO. \_\_\_\_\_, DULY ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, FOUND AND DETERMINED THE ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN THE COLORADO CONSTITUTION AND ARTICLE 10, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF PARACHUTE.

THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, BY ORDINANCE NO. \_\_\_\_\_, JULY ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF PARACHUTE, COLORADO.

MAYOR \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
TOWN CLERK

## NOTES

- DATE OF SURVEY WAS SEPTEMBER 3, 2020.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S88°47'28"W ALONG THE SOUTH LINE OF SAID NW1/4 OF SECTION 12 BETWEEN THE CENTER WEST 1/16 CORNER, A FOUND 3-1/4" ALUMINUM CAP, PLS 18480 AND THE WEST 1/4 CORNER, A FOUND 3-1/4" BLM ALUMINUM CAP, AS SHOWN HEREBON.
- THIS ANNEXATION PLAT IS BASED ON:
  - DEEDS FILED IN THE RECORDS OF THE GARFIELD, COUNTY, COLORADO CLERK AND RECORDER'S OFFICE: BOOK 1387, PAGE 332, SEPTEMBER 18, 2002  
BOOK 1259, PAGE 359, JUNE 7, 2001
  - MONUMENTS FOUND IN PLACE AS INDICATED HEREBON.
- ALL DIMENSIONS SHOWN HEREBON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.
- ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HEREBON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREBON.

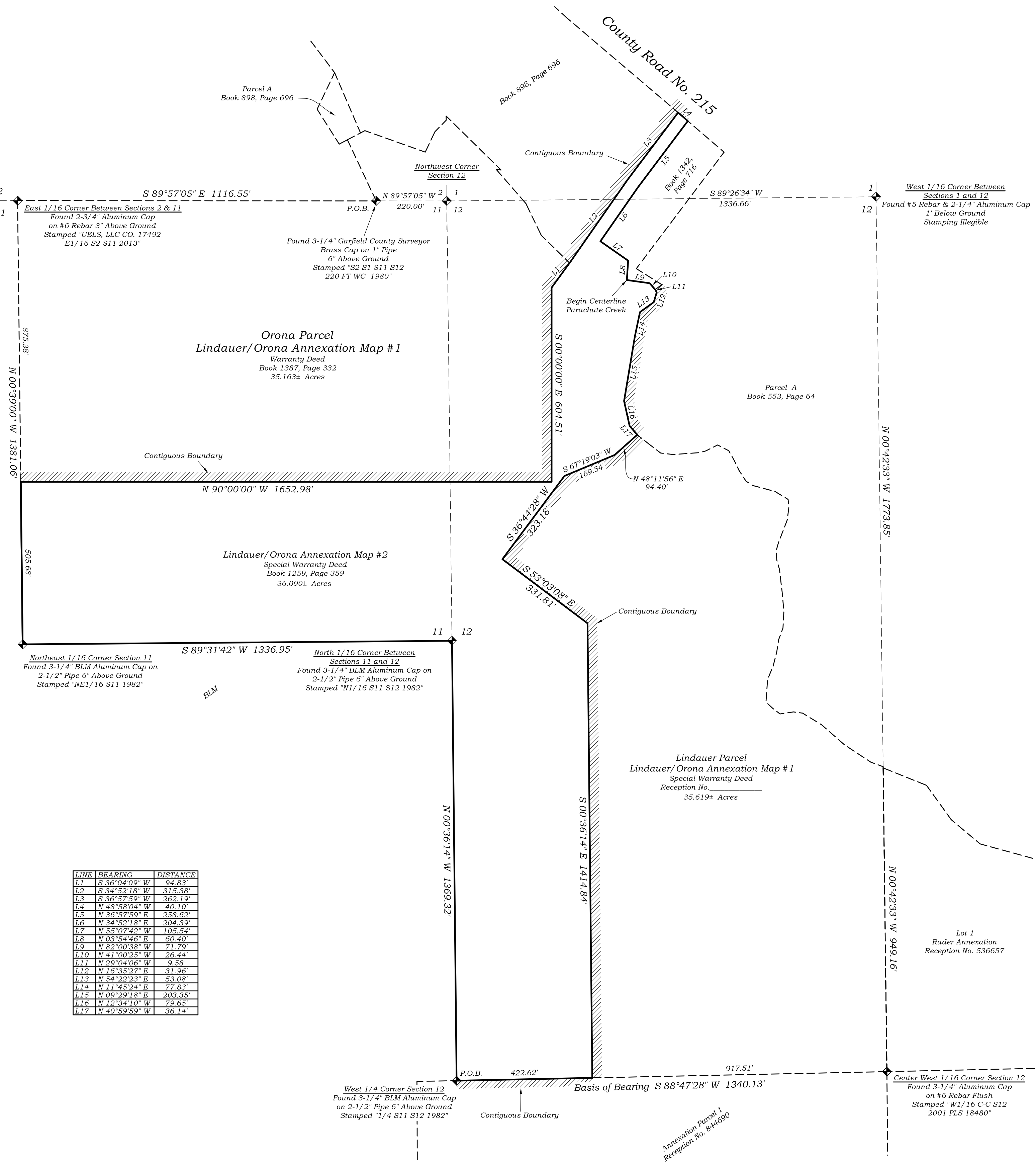
## SURVEYOR'S CERTIFICATE

I MICHAEL J. LANGHORNE, HEREBY CERTIFY THAT THIS ANNEXATION PLAT ACCURATELY REPRESENTS A SURVEY, PERFORMED EITHER BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, THAT NOT LESS THEN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREBON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF PARACHUTE, COUNTY OF GARFIELD, COLORADO. THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL

DATE: \_\_\_\_\_

MICHAEL J. LANGHORNE, P.L.S. #36572



LINE	BEARING	DISTANCE
L1	S 36°04'09" W	34.83
L2	S 34°52'18" W	315.38
L3	S 36°57'39" W	262.19
L4	N 48°38'04" W	40.10
L5	N 36°57'59" E	258.62
L6	N 34°52'18" E	304.39
L7	N 35°07'42" W	105.24
L8	N 03°54'46" E	60.40
L9	N 82°00'38" W	71.79
L10	N 41°00'25" W	26.44
L11	N 29°04'06" W	9.58
L12	N 16°35'27" E	31.96
L13	N 54°22'23" E	53.08
L14	N 11°45'24" E	77.83
L15	N 09°29'18" E	303.35
L16	N 12°34'10" W	79.65
L17	N 40°59'59" W	36.14

## CERTIFICATION OF OWNERSHIP

WE, IVO E. LINDAUER AND BETTY J. LINDAUER, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY PUBLIC ACCESS AND ALLEY TO WIT,

LINDAUER ANNEXATION PARCEL 2

A PORTION OF BOOK 1259, PAGE 359 RECORDED JUNE 7, 2001

A PARCEL OF LAND SITUATE IN THE NE1/4NE1/4 SECTION 11, THE SW1/4SW1/4 SECTION 1 AND THE W1/2 OF THE NW1/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S88°47'28"W ALONG THE SOUTH LINE OF SAID W1/2 OF THE NW1/4 OF SECTION 12 BETWEEN THE CENTER WEST 1/16 CORNER, A FOUND #6 REBAR AND 3-1/4" ALUMINUM CAP STAMPED 'W1/16 C-C S12 2001 PLS 18480' AND THE WEST 1/4 CORNER, A FOUND 3-1/4" BLM ALUMINUM CAP STAMPED '1/4 S11 S12 1982', SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID WEST 1/4 CORNER; THENCE ALONG THE WEST LINE OF SAID W1/2 OF THE NW1/4 SECTION 12 N00°36'14"W 1369.32 FEET TO THE N1/16 CORNER BETWEEN SAID SECTIONS 11 AND 12, A FOUND 3-1/4" BLM ALUMINUM CAP STAMPED 'N1/16 S11 S12 1982'; THENCE ALONG THE SOUTH LINE OF THE NE1/4NE1/4 SAID SECTION 11, S89°31'42"W 1336.95 FEET TO THE NE 1/16 CORNER, SAID SECTION 11, A FOUND 3-1/4" BLM ALUMINUM CAP STAMPED 'NE1/16 S11 S12 1982'; THENCE ALONG THE WEST LINE OF SAID NE1/4NE1/4 SECTION 11, N00°39'00"W 505.68 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 1387, PAGE 332 OF THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE N90°00'00"E 1652.98 FEET; THENCE ALONG THE EAST LINE OF SAID BOOK 1387, PAGE 332, N00°00'00"W 604.51 FEET; THENCE CONTINUING ALONG SAID BOOK 1387, PAGE 332, N36°04'09"E 94.83 FEET TO A POINT ON THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 898, PAGE 696 OF SAID CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: N34°52'18"E 315.38 FEET; THENCE N36°57'59"E 262.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 215; THENCE ALONG SAID RIGHT-OF-WAY THENCE S48°58'04"E 40.10 FEET TO A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 1342, PAGE 716 OF SAID CLERK AND RECORDER'S OFFICE; THENCE ALONG SAID PARCEL, THE FOLLOWING FOUR (4) COURSES: 1.) S36°57'59"W 258.62 FEET 2.) S34°52'18"W 204.39 FEET 3.) S55°07'42"E 105.24 FEET 4.) S03°54'46"W 60.40 FEET TO A POINT ON THE CENTERLINE OF PARACHUTE CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING NINE (9) COURSES: 1.) S82°00'38"E 71.79 FEET 2.) S41°00'25"E 26.44 FEET 3.) S29°04'06"E 9.58 FEET 4.) S16°35'27"W 31.96 FEET 5.) S54°22'23"E 53.08 FEET 6.) S11°45'24"W 77.83 FEET 7.) S09°29'18"W 303.35 FEET 8.) S12°34'10"E 79.65 FEET 9.) S40°59'59"E 36.14 FEET TO A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN RECEPTION NO. \_\_\_\_\_ OF THE GARFIELD COUNTY, COLORADO CLERK AND RECORDER'S RECORDS; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: 1.) S48°11'56"W 94.40 FEET 2.) S67°19'03"W 169.54 FEET 3.) S36°44'28"W 323.18 FEET 4.) S53°03'08"E 331.81 FEET 5.) S00°36'14"E 1414.84 FEET TO A POINT ON THE SOUTH LINE OF SAID W1/4 OF THE NW1/4 SAID SECTION 12; THENCE ALONG SAID WEST LINE S88°47'28"W 422.62 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 36.090 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS SURVEYED AND MAPPED THE SAME AS SHOWN HEREBON AND DESIGNATED THE SAME AS THE LINDAUER/ORONA ANNEXATION MAP #2 TO THE TOWN OF PARACHUTE, COUNTY OF GARFIELD, STATE OF COLORADO.

IVO E. LINDAUER  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

BETTY J. LINDAUER  
929 COUNTY ROAD 215  
PARACHUTE, CO 81635

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, BY \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND SEAL NOTARY PUBLIC

## CLERK AND RECORDER'S CERTIFICATE

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AS RECEPTION NO. \_\_\_\_\_

CLERK AND RECORDER

BY: DEPUTY

REVISION

BOOKCLIFF  
Survey Services, Inc.  
136 East 3rd Street  
Aspen, Colorado 81601  
Ph: (970) 625-1330  
Fax: (970) 625-1773

LINDAUER/ORONA  
ANNEXATION MAP #2

ORONA/LINDAUER  
269 LODGEPOLE CIRCLE  
PARACHUTE, CO 81635

FILE: ANNEX  
DFT. TL  
CK. M.J.L.  
DATE: 1/14/21  
PROJECT NO.  
20106-01  
SHEET 1  
OF 1



**EXHIBIT B**  
**(Well Permit)**

**EXHIBIT C**  
**(Water Rights)**

Any and all water rights appurtenant to the Property, including but not limited to 2.5 cfs, absolute, decreed to the Van Horn Ditch with an appropriation date of March 1, 1935 and as adjudicated in Case No. 05CW109 (Original Decree: Case No. W-199 (Water Division 5), June 18, 1971) (Alternate Points of Diversion: 97CW80 and 97CW121)